

REMARKS

Summary of the Office Action

In the Office Action, the drawings and claims stand objected to.

Claims 8-11 stand rejected under 35 U.S.C. § 112, 2nd Paragraph, as being indefinite.

Claim 1 stands rejected under 35 U.S.C. § 102 (b) as being anticipated by U.S. Patent No. 5,577,767 to *Nemoto*.

Claims 2-6 stand rejected under 35 U.S.C. § 103 (a) as being unpatentable over *Nemoto* in view of U.S. Patent No. 4,148,503 to *Shiratori*.

Claims 8-11 stand rejected under 35 U.S.C. § 103 (a) as being unpatentable over *Nemoto* in view of U.S. Patent No. 6,753,057 to *Gardner*.

Claim 7 has been indicated as including allowable subject matter.

Summary of the Response to the Office Action

Applicant proposes amending claims 1 and 8-11, and adding new claims 12-17.

Accordingly, claims 1-6 and 8-17 are pending for further consideration (claim 7 being indicated as including allowable subject matter).

Objection to the Drawings and Claims

In the Office Action, the drawings stand objected to for not including reference characters 30, 36, found in the specification, and claim 1 has been objected to for a minor informality.

With regard to the drawings, Applicant hereby proposes labeling Figs. 1-4 to include the reference characters 30, 36. With regard to claim 1, Applicant proposes amending claim 1 as suggested in the Office Action. Accordingly, Applicant respectfully requests withdrawal of the objection to the drawings and claims.

35 U.S.C. § 112, 2nd Paragraph Rejection

Claims 8-11 stand rejected under 35 U.S.C. § 112, 2nd Paragraph, as being indefinite.

With regard to claims 8-11, Applicant proposes amending claims 8-11 as suggested in the Office Action. Accordingly, Applicant respectfully requests withdrawal of the 35 U.S.C. § 112, 2nd Paragraph Rejection of claims 8-11.

All Claims are Allowable

In the Office Action, claim 1 stands rejected under 35 U.S.C. § 102 (b) as being anticipated by U.S. Patent No. 5,577,767 to *Nemoto*. Claims 2-6 stand rejected under 35 U.S.C. § 103 (a) as being unpatentable over *Nemoto* in view of U.S. Patent No. 4,148,503 to *Shiratori*. Claims 8-11 stand rejected under 35 U.S.C. § 103 (a) as being unpatentable over *Nemoto* in view of U.S. Patent No. 6,753,057 to *Gardner*. Claim 7 has been indicated as including allowable subject matter. Applicant traverses the rejection of claims 1-6 and 8-11 for the following reasons.

Independent claim 1

With regard to independent claim 1, Applicant respectfully asserts that *Nemoto*, *Shiratori* and *Gardner*, whether viewed singly or in combination, do not teach or suggest an airbag cover having a tear seam, the tear seam including, “a transverse segment having a width extending beyond a perimeter of an underlying airbag door; and a first end segment and a second end segment opposing one another, the transverse segment extending between and intersecting each of the first end segment and the second end segment at locations distal from the perimeter of the underlying airbag door,” as recited in independent claim 1, as amended.

Support for these features recited in claim 1 can be found at least in paragraphs 11-22 of the originally filed specification, and in Figs. 1 and 2 of the originally filed drawings. Specifically, as shown in Fig. 1, the present invention discloses an airbag cover having a tear seam 30 including a transverse segment 32 having a width adapted to extend beyond the perimeter of an underlying airbag door 10. Tear seam 30 further includes a first end segment 34 (left side of Fig. 1) and a second end segment 36 (right side of Fig. 1) opposing one another.

Transverse segment 32 extends between and intersects each of the first end segment and the second end segment at locations 38 distal from the perimeter of the underlying airbag door.

Nemoto, as illustrated in Fig. 1 and discussed in Col. 2:29-39 thereof, states that: “[t]he outer cover 36 has weakened areas providing a tear seam 48 preferably having an H-shape (FIG. 1). A central portion 49 of the tear seam 48 extends across the outer wall 44 of the outer cover 36 between legs 51 of the H-shaped tear seam 48. The inner cover 34 also has weakened areas providing a tear seam which is also H-shaped. The tear seam in the inner cover 34 (FIG. 2) lies directly under the tear seam 48 and has a central portion 50 that lies directly under the portion 49 of the tear seam 48. The tear seam central portion 50 has substantially the same length as the tear seam central portion 49.”

Contrary to the recitation in independent claim 1 of the present invention, *Nemoto* does not teach or suggest an airbag cover having a tear seam, the tear seam including, “a transverse segment having a width extending beyond a perimeter of an underlying airbag door.” Specifically, as noted above, *Nemoto* clearly indicates that “[t]he tear seam central portion 50 has substantially the same length as the tear seam central portion 49.” As discussed in the specification in paragraph 11, “[t]he tear seam configuration of the present invention provides, among other things, better control of the tearing of the tear seam under initial deployment forces of an airbag. The present invention promotes uniform tearing of the tear seam, promotes earlier tearing of the tear seam, and promotes uniform deployment of the airbag.” Accordingly, contrary to the assertions in the Office Action, Applicant respectfully asserts that *Nemoto* fails to teach or suggest the above-identified features recited in independent claim 1.

Further, *Shiratori* and *Gardner*, which have been respectively cited for disclosing convex end segments, and a continuous or discontinuous tear seam being formed by a laser, also fail to teach or suggest an airbag cover having a tear seam, the tear seam including, “a transverse segment having a width extending beyond a perimeter of an underlying airbag door,” as recited in independent claim 1.

Accordingly, based upon the noted distinctions between the teachings of *Nemoto*, *Shiratori* and *Gardner*, versus the airbag cover recited in independent claim 1 of the present

invention, Applicant respectfully assert that *Nemoto*, *Shiratori* and *Gardner*, whether viewed singly or in combination, fail to teach or suggest the invention as recited in independent claim 1 of the present invention, and therefore respectfully request withdrawal of the outstanding rejection.

As pointed out in MPEP § 2131, “[t]o anticipate a claim, the reference must teach every element of the claim.” “A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.”

Verdegaal Bros. v. Union Oil Co. Of California, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987).

Moreover, as pointed out in M.P.E.P. § 2143.03, “[t]o establish prima facie obviousness of a claimed invention, all the claimed limitations must be taught or suggested by the prior art”. *In re Royka*, 409 F.2d 981, 180 USPQ 580 (CCPA 1974). Therefore, Applicant respectfully asserts that the rejections under 35 U.S.C. §§ 102 (b) and 103(a) should be withdrawn because *Nemoto*, *Shiratori* and *Gardner* do not teach or suggest each feature of independent claim 1, as amended.

In view of the above arguments, Applicant respectfully requests the rejection of independent claim 1 under 35 U.S.C. § 102 be withdrawn. Additionally, claims 2-11, which depend from independent claim 1, are allowable at least because their base claim is allowable, as well as for the additional features recited therein.

New Independent claim 12

With regard to new independent claim 12, Applicant respectfully asserts that *Nemoto* and *Shiratori*, whether viewed singly or in combination, do not teach or suggest an airbag cover having a tear seam, the tear seam including, “a transverse segment having a width extending beyond a perimeter of an underlying airbag door; and a first end segment and a second end segment opposing one another, the transverse segment extending between and intersecting each of the first end segment and the second end segment at locations distal from the perimeter of the underlying airbag door, wherein the first end segment and second end segment, each including at least one convex segment proximal the intersection of the first end segment with the transverse segment, each convex segment adapted to be substantially perpendicular to a deployment

induced stress pattern in the airbag covering, the at least one convex segment of the first end segment comprises an upper convex segment and a lower convex segment meeting to form a valley at the intersection of the first end segment with the transverse segment, and the at least one convex segment of the second end segment comprises an upper convex segment and a lower convex segment meeting to form a valley at the intersection of the second end segment with the transverse segment,” as recited in independent claim 12.

Applicant respectfully asserts that new independent claim 12 is allowable for at least the reasons presented above for the allowance of independent claim 1, and the additional features recited therein. Additionally, claims 14-17, which depend from independent claim 12, are allowable at least because their base claim is allowable, as well as for the additional features recited therein.

CONCLUSION

In view of the foregoing, Applicant respectfully requests reconsideration and the timely allowance of the pending claims. Should the Examiner feel that there are any issues outstanding after consideration of the response, the Examiner is invited to contact the Applicant's undersigned representative to expedite prosecution.

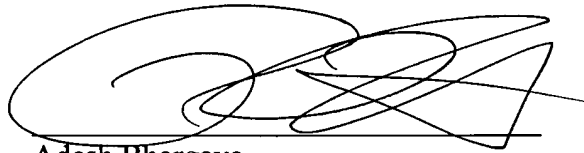
If there are any other fees due in connection with the filing of this response, please charge the fees to our Deposit Account No. 04-2223. If a fee is required for an extension of time under 37 C.F.R. §1.136 not accounted for above, such an extension is requested and the fee should also be charged to our Deposit Account.

Respectfully submitted,

DYKEMA GOSSETT PLLC

Dated: January 10, 2005

By:

A handwritten signature in black ink, appearing to read 'Adesh Bhargava', written over a horizontal line.

Adesh Bhargava

Reg. No. 46,553

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AMENDMENTS TO THE DRAWINGS:

The attached drawing sheets include changes to Figs. 1-4, wherein Figs. 1-4 have been amended to include the reference characters 30, 36.

Attachment: Replacement Sheets

Annotated Sheets Showing Changes



1/2

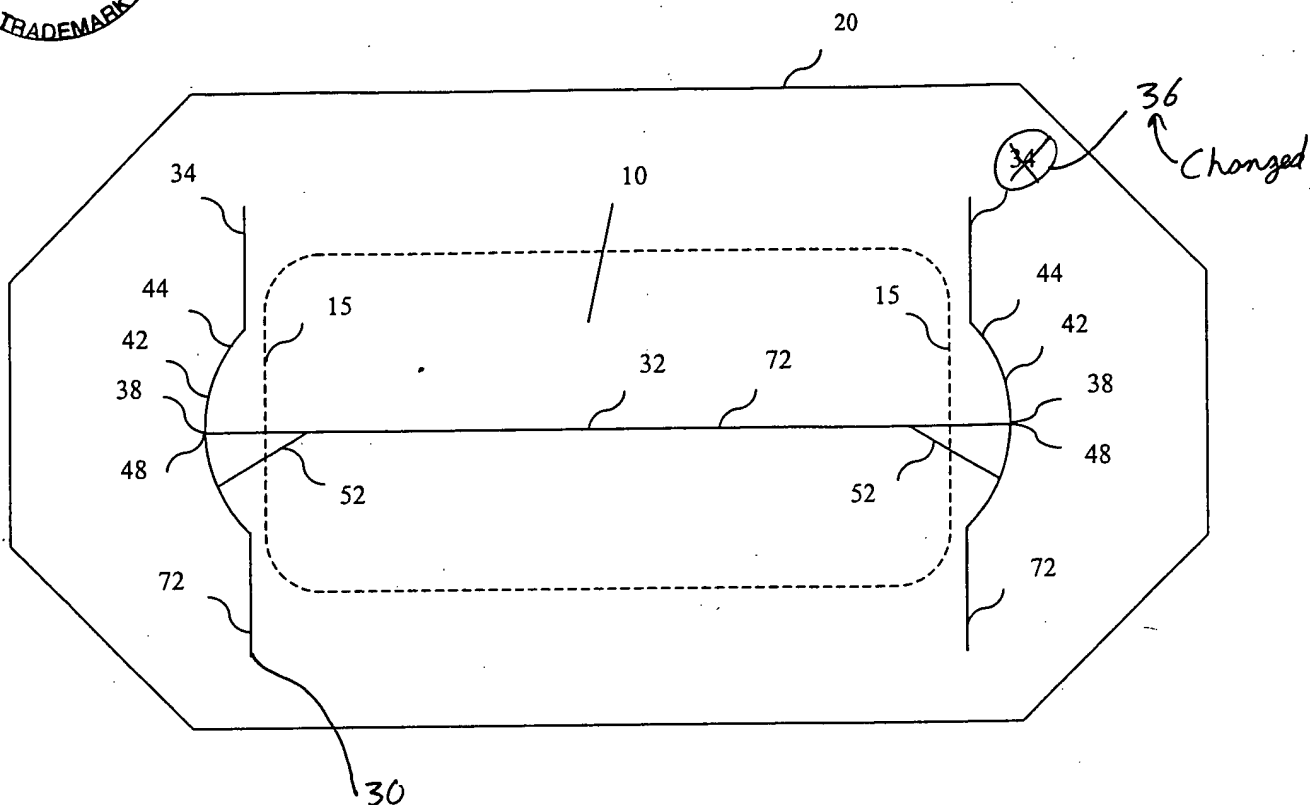


Fig. 1

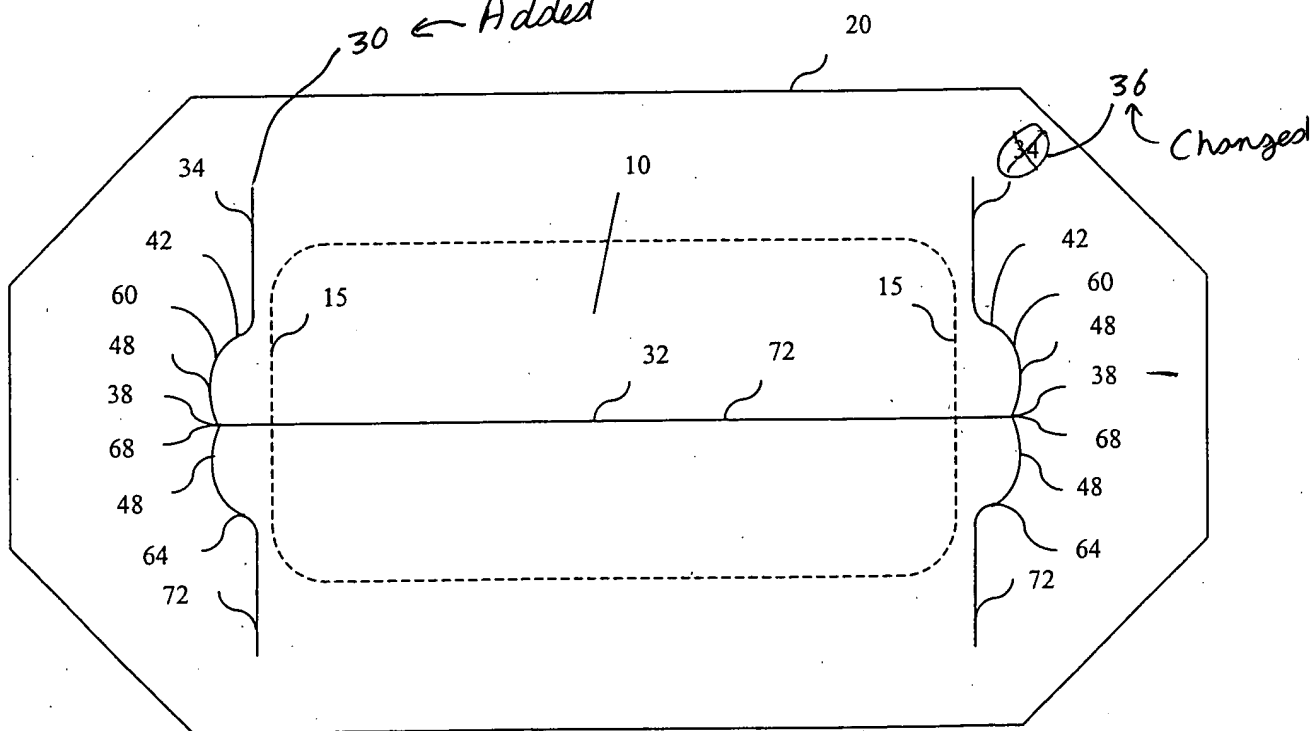


Fig. 2

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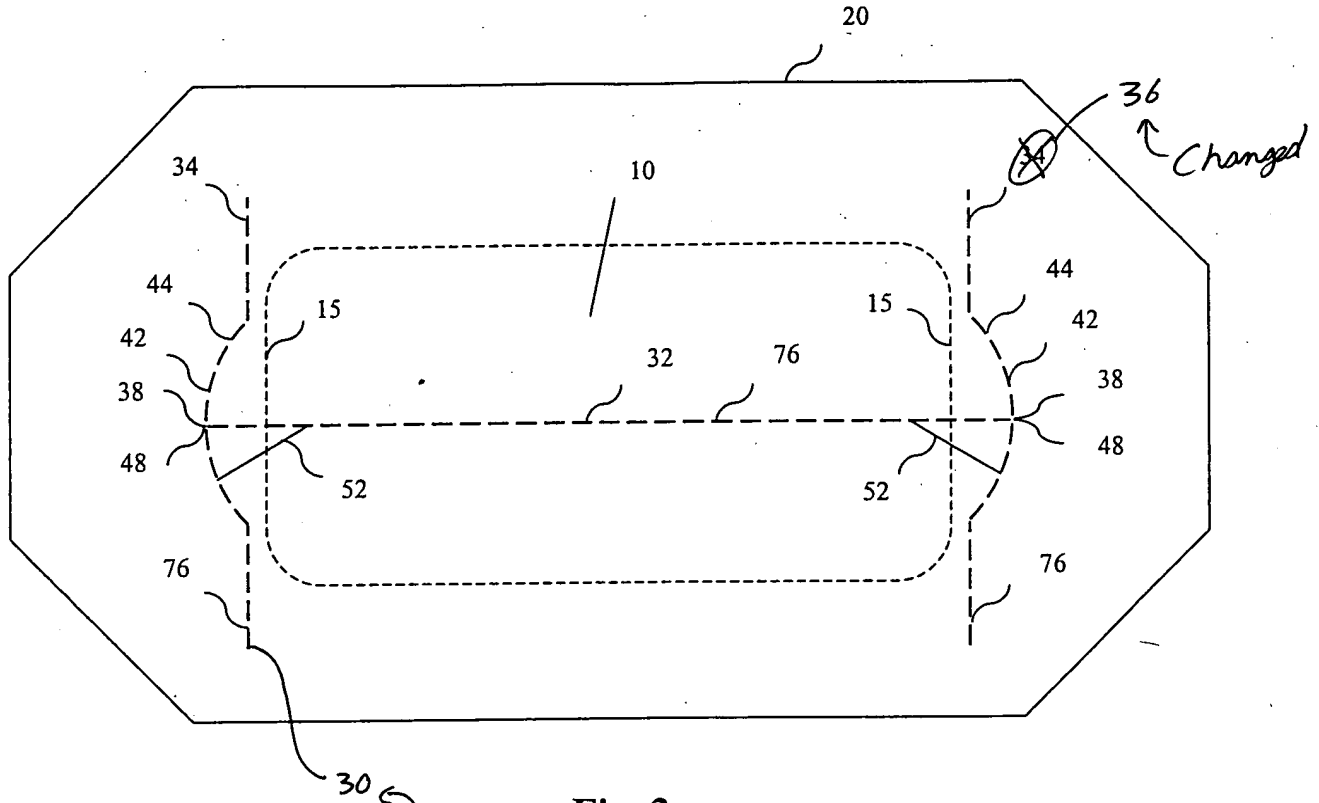


Fig. 3

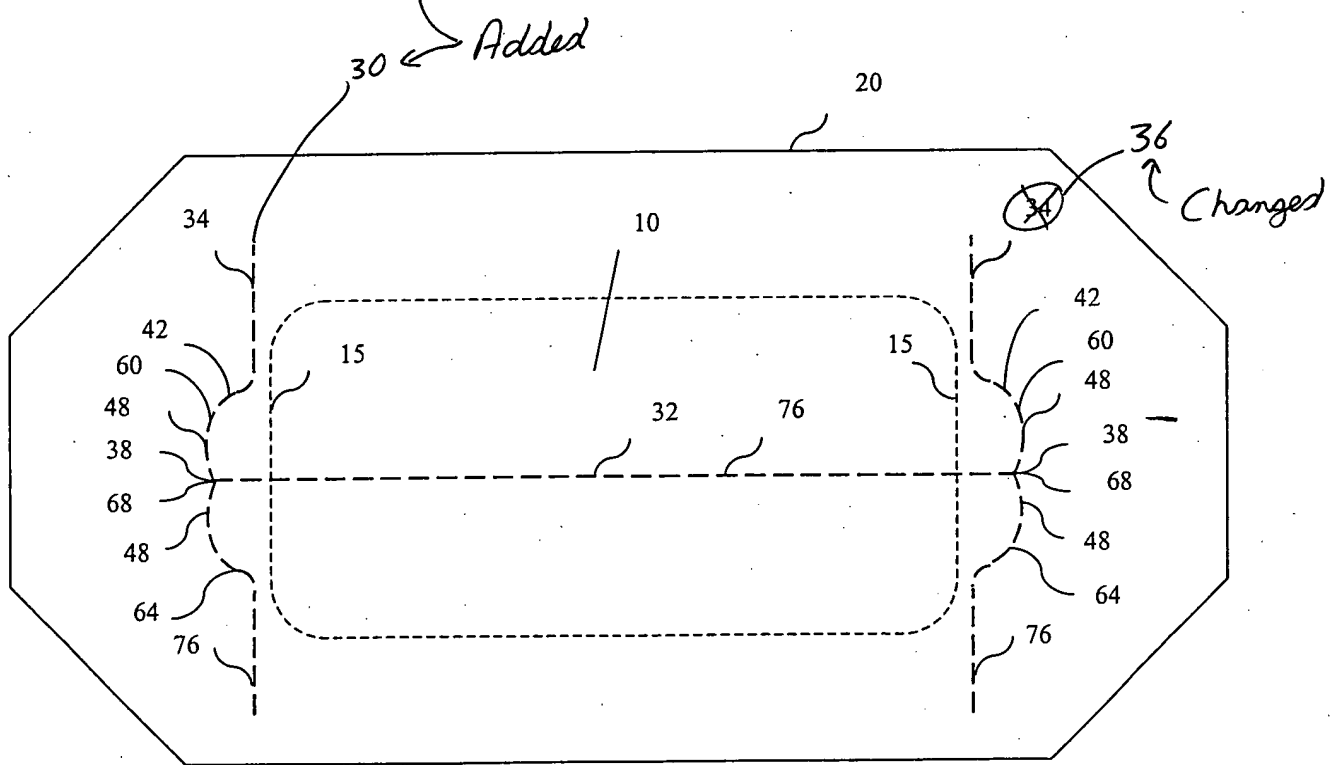


Fig. 4